

AMENDMENT NO. 1

RECORDING NO. 7199 B

dated as of May 1, 1974

JUL 1974

to

INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALE AGREEMENT

between

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION), AS SELLER

and

THOMAS F. PATTON AND RALPH S. TYLER, JR.

TRUSTEES OF THE PROPERTY OF

ERIE LACKAWANNA RAILWAY COMPANY, DEBTOR, AS BUYER

dated as of February 1, 1974

and of

AGREEMENT AND ASSIGNMENT

between

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION),
AS MANUFACTURER

and

FIRST JERSEY NATIONAL BANK, AS ASSIGNEE

dated as of February 1, 1974

Covering 45 100-Ton 60'9" Boxcars

This Amendment No. 1 dated as of this 1st day of May, 1974, to Conditional Sale Agreement between Pullman Incorporated (Pullman-Standard Division) and Thomas F. Patton and Ralph S. Tyler, Jr., Trustees of the Property of Erie Lackawanna Railway Company, and Agreement and Assignment between Pullman Incorporated (Pullman-Standard Division) and First Jersey National Bank, dated as of February 1, 1974:

WITNESSETH THAT:

WHEREAS, the paragraph titled: "THE TERMS OF PAYMENT OF THE PURCHASE PRICE AND INTEREST THEREON" in Exhibit A appended to the aforesaid agreements now reads

"EL will pay the purchase price of the equipment in 20 equal semi-annual installments, the initial payment to be made on May 1, 1974, together with interest, payable semi-annually thereafter. The interest rates payable on unpaid balances shall be 2% over the prime rate. Interest will be determined on the basis of a 360 day year of twelve 30 day months. 'Prime rate' above referred to shall be deemed to mean the prime commercial rate of the Assignee, and the interest rate will change on the date when the Assignee's prime rate changes."

AND WHEREAS, it was and is the intention of the parties that the initial payment be made on November 1, 1974;

THEREFORE, the said parties for good and valuable consideration hereby agree that the aforesaid paragraph in Exhibit A shall be and read as follows:

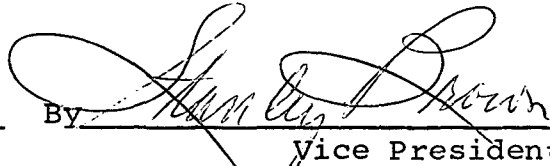
"EL will pay the purchase price of the equipment in 20 equal semi-annual installments, the initial payment to be made on November 1, 1974, together with interest, payable semi-annually thereafter. The interest rates payable on unpaid balances shall be 2% over the prime rate. Interest will be determined on the basis of a 360 day year of twelve 30 day months. 'Prime rate' above referred to shall be deemed to mean the prime commercial rate of the Assignee, and the interest rate will change on the date when the Assignee's prime rate changes."

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of May, 1974.

Attest:


William O. Edge
Assistant Secretary

PULLMAN INCORPORATED
(PULLMAN-STANDARD DIVISION)

By 
Vice President

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WOS

THOMAS F. PATTON AND RALPH S. TYLER, JR.
TRUSTEES OF THE PROPERTY OF ERIE
LACKAWANNA RAILWAY COMPANY, DEBTOR

Witness:


SECRETARY

By 
Vice President

Attest:


EUGENE T. MELONE
ASSISTANT SECRETARY

FIRST JERSEY NATIONAL BANK

By 
ASST. Vice President

STATE OF ILLINOIS,
COUNTY OF COOK, ss.

On this 26th day of June, 1974, before me personally appeared Stanley Brown, to me personally known, who being by me duly sworn, says that he is a Vice President of Pullman Incorporated (Pullman-Standard Division), that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on this day on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Hollis E. Gird
Notary Public
My commission expires
May 7, 1978



STATE OF OHIO,
COUNTY OF CUYAHOGA, ss.

On this 19th day of June 1974, before me personally appeared Richard Jackson, to me personally known, who being by me duly sworn, says that he is a Vice President of the Trustees of the property of Erie Lackawanna Railway Company, Debtor, that the foregoing instrument was signed on this day by him on behalf of and by authority of the Trustees of the property of Erie Lackawanna Railway Company, Debtor, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trustees.

Harry P. Gizler
Notary Public
HARRY P. GIZLER
NOTARY PUBLIC
My Commission Expires July 24, 1978

STATE OF NEW JERSEY,
COUNTY OF HUDSON, ss.

On this 20th day of June 1974, before me personally
appeared Robert D. Bielitz, to me personally known,
who being by me duly sworn, says that he is a Vice President of
First Jersey National Bank, that the seal affixed to the foregoing
instrument is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said corporation
by authority of its Board of Directors, and he acknowledged that
the execution of the foregoing instrument was the free act and
deed of said corporation.

Notary Public

Winifred E. Mc Corkle

WINIFRED E. Mc CORKLE
NOTARY PUBLIC OF NEW JERSEY
My Commision Expires Dec. 23, 1976